

## **MOBILE WALLET TERMS AND CONDITIONS**

These terms and conditions for adding your RiverLand Federal Credit Union (“RFCU”) card to a Mobile Wallet (“Terms”) apply when you choose to add a RFCU debit or credit card (“Card”) to a Mobile Wallet (“Wallet”) and form part of a legally binding agreement between you and RFCU that also includes RFCU’s Electronic Services Consent Agreement, Membership & Account Agreement, Credit Card Agreement, and all related disclosures. When you add a Card to the Wallet, you agree to these Terms. In these Terms, “you” and “your” refer to the cardholder of the RFCU debit or credit card, and “we”, “us”, “our” refer to RFCU. These Terms also apply to anyone you authorize to use your Wallet. The term “Services” means any function or action that may be taken by you, or by us at your instruction or authorization, relating to the transfer of funds into or out of your RFCU account (“Account”), or disclosure of information with respect to an Account, or otherwise involving management or maintenance of an Account or transactions relating to an Account, by means of a Device. The term “Device” means any mobile, wireless, or other communications device. The term “Supplemental Agreement” means any agreement between you and us relating to a particular Service. The term “Banking Day” means each day that our lobbies are open for business except Saturdays. Any terms defined herein shall have the same meaning in any Supplemental Agreement unless a different definition is provided in the Supplemental Agreement. If there is more than one member on the Account, then any single member may act alone and bind the other member.

### **Devices**

You are responsible for selecting the Device and the service provider for the Device and for paying any fees or other charges that the service provider may charge. It is your responsibility to obtain and properly use a Device that is compatible with the Services.

### **Security**

Storing account numbers, passwords, or codes on any Device, using any account numbers, passwords, or codes in any verbal communications, or using any Device in a public place such as an airport, hotel, concert, or sports facility, may result in interception and misuse of that information by a third party. We cannot prevent interception by third parties of any communications made by a Device. We have no responsibility for any losses resulting from information that a third party may obtain by intercepting communications made through a Device or by accessing data that you may store on a Device.

### **Adding Your Card**

You can add an eligible Card to the Wallet by following the instructions of the Wallet provider. Only Cards that we indicate are eligible can be added to the Wallet. If your Card or underlying Account is not in good standing, that Card will not be eligible to enroll in the Wallet. When you add a Card to the Wallet, the Wallet allows you to use the Card to enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your Card is accepted.

### **Removing Your Card from the Wallet**

You should contact the Wallet provider to learn how to remove your Card from the Wallet. We can also block a Card in the Wallet from purchases at any time. If your Card or underlying Account is not in good standing, we may remove the Card from the Wallet.

**Card Terms Do Not Change**

The terms and account agreement that govern your Card do not change when you add your Card to the Wallet. The Wallet simply provides another way for you to make purchases with your Card. You agree that when you use the Wallet, you will remain subject to the terms and conditions of all your existing agreements with us, our affiliates, and/or any unaffiliated service providers, your mobile service carrier, and your Wallet provider. These Terms do not amend or supersede any of those agreements, including but not limited to, your Membership & Account Agreement and Credit Card Agreement.

**Fees**

Any applicable interest, fees, and charges that apply to your Card will also apply when you use the Wallet to access your Card. We do not charge you any additional fees for adding your Card to the Wallet or using your Card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

**Suspension/Cancellation of Services**

We reserve the right to discontinue offering or supporting the Wallet for any reason. Unauthorized use of the Wallet, including, but not limited to, unauthorized entry into our systems, misuse of passwords, or misuse of any other information, is strictly prohibited and will result in suspension and/or termination of your use of the Wallet. You may not use the Wallet in any manner that could damage, disable, overburden, or impair the service, and we may block, restrict, suspend, or terminate your use of the Wallet at any time without notice and for any reason, including if you violate these Terms or any other agreements with us, except as otherwise required by applicable law. You agree that we will not be liable to you or any third party for any suspension, cancellation, or termination of your use of the Wallet.

**Ending or Changing the Terms**

We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. We will provide notice of any changes to you as required by law. You can terminate these Terms at any time by removing your Card from the Wallet. Your continued use of the Wallet constitutes agreement to all such changes.

**Limits**

Any limits we place on the frequency or dollar amount of your Card transactions will also apply to Wallet transactions.

**Transaction History**

You agree and acknowledge that the transaction history displayed in the Wallet solely represents our authorization of your Wallet transaction and may not reflect complete information about the transaction, not any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns, or chargebacks. Accordingly, the purchase amount, currency, and other details for the Wallet provider's transaction history in connection with use of the Card in the Wallet may be preliminary and/or incomplete and may not match the transaction amount that ultimately clears, settles, and posts to your Card's statement, which shall be deemed the prevailing document.

**RFCU is Not Responsible for the Wallet**

We are not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of your Card in the Wallet. We are not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third party relationships that may impact your use of the Wallet. You agree that only your mobile service carrier or Wallet provider is responsible for its products and services.

Accordingly, you agree to resolve any problems with your carrier or Wallet provider directly without involving us. We are not responsible for the security, accuracy, legality, appropriateness, or any other aspect of the content or function of the Wallet or any third party's products or services.

**Privacy**

Your privacy and the security of your information are important to us. Our Privacy Policy applies to your use of your Card in the Wallet. You agree that we may share your information with the Wallet provider and others in order to provide the services you have requested and to make information available to you about your Card transactions. We do not control the security of the information that may be held by the Wallet provider, which is governed by the privacy policy given to you by the Wallet provider.

**Notices**

Unless otherwise specified in any Supplemental Agreement, all notices that you are required or permitted to give to us regarding the Services shall be sent to: RiverLand Federal Credit Union, 639 Loyola Ave, Ste 220, New Orleans, LA 70113 or by e-mail to [memberservice@riverlandcu.org](mailto:memberservice@riverlandcu.org). When notices or inquiries are permitted to be made by telephone, you may call 504-576-5800 or 800-586-4728.

All notices and disclosures to you may be sent to your last known mail or e-mail address on the records for your Account or by electronic notice to the extent permitted by applicable laws or regulations. If there is more than one member, then we will be required to give notice to only one member and it is your responsibility to give us written notice of the change of any your addresses.

You consent to receive electronic communications from us in connection with your Card and the Wallet. You agree that we can contact you through any electronic mailbox we maintain or by email at any email address you provide to us in connection with any Account. It may include contact from companies working on our behalf to service your Account. You agree to update your contact information with us when it changes.

**Governing Law and Disputes**

These Terms are governed by federal law and, to the extent that state law applies, the laws of the state that apply to the agreement under which your Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your Card agreement.

**Limits on RFCU Liability**

Except as may otherwise be specifically provided for in these Terms or any Supplemental Agreement, neither we, nor any of our affiliates, officers, directors, employees, or agents, will be responsible for any loss of your funds or property except as a result of our intentional act or gross negligence. We will not be responsible for any loss or damage that could result from interception by third parties of any information or services made available to you via the Wallet. We cannot and do not guarantee the accuracy, validity, timeliness, or completeness of any information or data made available to you through the Wallet for any particular purpose. We cannot and do not guarantee continuous, uninterrupted, or secure access to the Web site.

BY ACCESSING THE WALLET, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US AND OUR AFFILIATES HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (A) YOUR BREACH OF THIS AGREEMENT; (B) YOUR VIOLATION OF ANY LOCAL, STATE, FEDERAL OR INTERNATIONAL LAW, RULE OR REGULATION; (C) A CLAIM BY A THIRD PARTY THAT IS BASED ON YOUR USE OF THE WALLET; (D) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR ACCOUNT, EVEN IF NOT SUBMITTED BY YOU; (E) ANY MISREPRESENTATION MADE BY YOU; (F) THE THEFT, MISAPPROPRIATION OR DISCLOSURE OF YOUR PASSWORD; (G) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR PASSWORD. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN OUR DEFENSE OF ANY CLAIM. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.

**Indemnification**

You will indemnify us against all costs and expenses incurred by us (including attorney fees) arising out of any acts or omissions caused by you or any of your representatives.

**Survival of Terms and Successors**

If any part of these Terms or any Supplemental Agreement is found to be illegal or unenforceable, then the remainder of such agreement shall be interpreted to give effect to the general intention of such agreement. All of our rights and remedies, and any limitations on our liability, contained in these Terms or any Supplemental Agreement shall survive the termination of such agreement. These Terms and any Supplemental Agreement will be for the benefit of and shall be binding on your or our permitted successors and assigns. We reserve the right to waive the enforcement of any of the terms and conditions set forth herein with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of its rights with respect to other members or to enforce any of its rights with respect to later transactions with you and is not sufficient to modify the terms and conditions set forth herein.

**Questions**

If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Card, contact us at 504-576-5800 or 800-586-4728.